

Yellowstone County
Request for Proposal (RFP)
Cybersecurity Assessment

Due: 5:00 pm Monday October 4th, 2021

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BACKGROUND

Description of Yellowstone County

Yellowstone County is located in South-Central Montana, approximately 500 miles north of Denver, Colorado. The County encompasses 2,649 square miles and has an estimated total population of more than 160,000 residents. Most of these residents reside in the City of Billings metropolitan area which has a population of approximately 110,000.

The Yellowstone County IT Department provides IT infrastructure, security and end-user support to all County departments totaling approximately 600 Active Directory Accounts. Our IT operations are distributed among seven facilities in the City of Billings including the County Courthouse, the County Detention facility, and an Arena/Events facility. We also support approximately 50 Sheriff vehicles which use mobile VPN to access CJIS and non-CJIS applications. Virtually all County endpoints and servers run Windows OS's with most servers running as Virtual Machines in a VMware vSphere 6.7 environment. The County's networks are located inside the State of Montana's SummitNet network which also serves as the County's primary ISP.

OVERVIEW OF REQUEST FOR PROPOSAL

(RFP) Purpose

Yellowstone County is seeking proposals for an independent objective assessment of the information security systems, policies, procedures, infrastructure, and website. The proposal should include an assessment of technical, physical, and administrative security controls using an objective measurement of information security that is based on risk. The assessment should provide information security guidance that is credible and fully aligned with industry standards and best practices, including NIST CSF, ISO/IEC 27001, etc. The need for CISO services, onsite or remote, should be part of this evaluation. The final work product should include a roadmap to be used to develop a plan for remediation of any items identified.

1.1 INSTRUCTIONS TO PROPOSER

1.2 Proposal Due Date

Proposals must be received no later than 5:00 p.m. Monday October 4th, 2021. All proposals received by this time and date will be opened and acknowledged in the Commissioners Board Room, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101 at 9:30 a.m. on Tuesday October 5th, 2021. All proposals received will be time and date stamped. The time and date stamped on each proposal must indicate that it was received no later than 5:00 p.m. MDT October 4th, 2021.

Proposals received after the specified time and date will not be considered regardless of cause.

1.3 Delivery Options

All proposals must be labeled "CYBER SECURITY" and mailed with 5 copies (1 original and 4 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101 by 5:00 p.m. by Monday October 4th, 2021

1.4 Calendar of Events

Listed below are important dates related to this RFP. Yellowstone County reserves the right to change these dates as necessary in order to allow adequate time for evaluation of Proposals. In the event the County must change any of these dates it will do so by issuing an addendum to this RFP.

<u>DATE</u>	<u>EVENT</u>
August 31st, 2021	RFP issued
September 17th, 2021	Proposer questions due: 5:00 p.m. MDT
September 24th, 2021	Addenda: Response to Proposer questions
October 4th, 2021	Proposals due: 5:00 p.m.MDT
October 5th, 2021	Proposals Opened & Acknowledged
October 6th – 8th, 2021	Evaluation Period
October 12th, 2021	Notice of Selection
November 30th, 2022	Work Completed
December 15th, 2022	Final Report Delivered to the County

1.5 Questions/Interpretations

Proposers shall bring questions, inadequacies, omissions, or conflicts to the attention of the County. All Proposer requests for clarification or interpretation must be received via email at the address indicated below, on or before **12:00 Noon MDT on September 17th, 2021**. Responses to Proposer questions will be supplied via addenda on or before **September 17th, 2021** through email to those submitting inquiries and on the County Website **<https://www.yellowstonecountymt.gov/Purchasing>**. All emailed questions must include "Question Regarding Yellowstone County Cybersecurity Audit RFP" in the subject line.

For information or questions related to the County specifications, please contact:

YCCyberAudit@yellowstonecountymt.gov

During the time between the date of RFP issue and the date until the County notifies all Proposers of its decision, all contact with any employees of the County concerning this RFP is prohibited, except as authorized by James Matteson, Purchasing Agent Yellowstone County- jmatteson@yellowstonecountymt.gov. Failure to adhere to this provision may be cause for disqualification of a Proposer's submission.

1.6 Addendum Process

All addenda will be supplied to Proposers of record via the County website:
<https://www.yellowstonecountymt.gov/Purchasing>

1.7 Alternates

SPECIFICATIONS contained in this RFP are intended to define the level of quality and performance, and not to restrict competition. Proposers offering alternates shall submit, with their Proposal, an itemized comparison to the RFP SPECIFICATIONS, documenting equivalence for quality, etc.

1.8 Minimum Proposer Qualifications

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana *Executive Order No.15-2018*

Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with *Executive Order No. 12-2016* promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the Contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the Contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Yellowstone County may make such investigations deemed necessary to determine the ability of the Proposer to furnish the necessary services described herein. The Proposer shall furnish all data and information requested to determine the Proposer's ability to perform under this RFP. The County reserves the right to reject any offer if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is qualified to carry out the obligations of the Contract.

1.9 Evaluation Procedure

The evaluation of the Proposals will be conducted by an Evaluation Committee composed of Yellowstone County employees. Following the initial evaluation, the Evaluation Committee may decide to contact one or more of the Proposers to obtain clarification to various responses given in the Proposal submission. As a result of these follow-up questions and responses, scores may be adjusted.

The County shall be the sole judge of which Proposer best meets the unique needs of the project. Each Proposal will be viewed in its entirety, including responses to follow-up questions, interviews, and reference checks.

1.10 Evaluation Criteria

All qualified Proposers will be evaluated based on the following:

Analysts Credentials and References	5
NIST Based evaluation process	10
Extent of Internal threat evaluation	10
Extent of External threat evaluation	15
Extent of Policy and Procedural evaluation	15
Extent of Social engineering threat examination	10
Extent of network and wireless evaluation	15
Extent of deliverables and remediation recommendations	15
Cost	5
Total Points Available	100

1.11 Other Considerations

Yellowstone County reserves the right to request additional information as may reasonably be required and to further investigate Proposers qualifications to make this determination.

1.12 Acceptance/Rejection

Yellowstone County reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, and to accept any part of a Proposal deemed to best serve the interests and needs of the County and said determination shall be final.

Proposals may be held by the County for a period not to exceed ninety (90) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of the Proposers, prior to the awarding of the contract.

1.13 Withdrawals

Proposals may be withdrawn by Proposer or an authorized representative thereof prior to the time fixed for opening of Proposals, without prejudice to the right of the Proposer to file a new Proposal. Negligence on the part of the Proposer in preparing their Proposal confers no right for withdrawal of the Proposal after it has been submitted.

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF Forty-Five (45) DAYS AFTER THE SCHEDULED DEADLINE TIME FOR RECEIPT OF THE BIDS.

1.14 Proposal Requirements

All Proposals must include:

- 1. Firm & team information: provide the name, address, and a brief history of the firm as well as an introduction of team members including education, qualifications, and experience of each member proposed for this engagement.**
- 2. Relevant Experience: provide at least three references. Services rendered should be of similar scope, and completed within the last three years. Describe services provided and projects completed. Specifically, identify those clients from State and Local Government. For each, include the name, email address, and phone number of the primary contact for the organization.**
- 3. Technical approach: A brief description of the approach and standards used in completing the project scope.**
 - i. A proposed schedule for performing the work including County role/requirements, if any.**
 - ii. Provide express agreement to meet or exceed all PERFORMANCE SPECIFICATIONS in this RFP.**
 - iii. If a standard form of contract or engagement letter is required, provide an advance copy of that document.**
- 4. An itemized list of costs associated with the Proposal including time and materials as well as identification of costs related to all areas of the proposal as outlined in Section 3.**
- 5. Exhibit A - Proposal Information Form**
- 6. Exhibit B - Affidavit of Non-collusion and/or Conflict of Interest Form**
- 7. Exhibit C - W-9 Form**
- 8. Exhibit D – Insurance Requirements**

1.15 Submittal of Proposal

1.15.1. All Proposals shall be submitted in the manner defined in the Format of Proposal. The entire PROPOSAL INFORMATION FORM, W-9 FORM, and other supporting documents shall be prepared and completed, and submitted in the manner specified herein.

1.15.2. The Proposer shall submit a Proposal that meets the requirements as stated in this RFP document.

1.15.3. Addenda issued during the time of the Proposal Shall become a part of the Proposal Documents. Proposers shall list receipt of each addendum in the appropriate space provided on the Proposal Information Form.

1.15.4. Proposer shall be responsible for the emailed Proposal being delivered to the designated place on or before the date and time specified as noted in the PROPOSAL DUE DATE section. Proposals received after time of closing will be rejected unopened.

1.15.5. Any conditional Proposal, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of the Contract, or require consideration of unsolicited material or date in determining the award of the Contract, may disqualify the Proposal. Verbal alterations to the Proposal will not be accepted.

1.15.6. Failure to examine any and all documents will in no way relieve the successful Proposer from the necessity of performing any work that may be required to complete the work in accordance with the Proposal.

Proposers must note any element of the Proposal Specifications that cannot be met. Failure to meet any of the specifications may be sufficient cause for rejection of the Proposal.

Yellowstone County reserves the right to reject the Proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy to the County that the Proposer is responsible and qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Any restrictions on the use of information contained within a Proposal must be clearly stated in the Proposal itself. Proprietary restrictions normally are not accepted; however, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation. Pricing information can never be held confidential.

1.16 Proposer Inquiries

Inquiries concerning the RFP SPECIFICATIONS shall be submitted in email to the
YCCyberAudit@yellowstonecountymt.gov

All emailed questions must include “Question Regarding Yellowstone County Cybersecurity Audit RFP” in the subject line. Only those communications that are in email, responded to by a representative of Yellowstone County shall be considered valid. Direct contact with other County employees is prohibited unless authorized by the County IT Director. Failure to adhere to this provision may be cause for disqualification of a Proposer’s submission.

1.17 Obtaining Bid Information from a Third Party

1.17.1 Proposers are responsible for checking the website
<https://www.yellowstonecountymt.gov/purchasing>
for any addenda prior to submitting a response to the RFP. The County is not responsible for the content of any response to the RFP package received through a third-party service. It is the sole responsibility of the Proposer to ensure the completeness of the documents received from any third-party source.

2.1 TERMS AND CONDITIONS

2.2 Contract Terms

2.2.1. The successful Proposer will be required to assume responsibility and liability for all services and actions performed by Proposer’s employees. The successful Proposer shall be the sole point of contact in regards to all contractual matters. Third parties or intermediaries are not acceptable.

2.2.2. Proposals containing terms and conditions contrary to the County’s terms and conditions or taking exception to any of the terms and conditions in the RFP, MAY be considered non-responsive and the Proposal MAY be rejected.

2.2.3. The requirements outlined in the RFP do not imply total terms and conditions, the details of which will be by mutual agreement between Yellowstone County and the successful Proposer. However, this RFP will become a rider to that agreement.

2.2.4. If, because of riots, war, public emergency or calamity, fire, flood, earthquake, government restrictions, labor disturbance or strike, business operations at Yellowstone County are interrupted or stopped, performance of this contract, with the exception of monies already due and owed, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

2.3 Right to Negotiate Contract Terms

Yellowstone County reserves the right to negotiate the terms of the Contract, including the award amount, with the selected Proposer(s) prior to entering into a Contract. Proposers are to include with their Proposals an advance copy of any proposed Contract or agreement they would expect the County to sign should a decision be made to contract with their firm. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the County may negotiate a contract with the next highest scoring Proposer.

2.4 Contract Period

It is the County's intent to award a contract for the completion of this work and deliverables in accordance with the calendar as listed in section 1.5 of this RFP.

2.5 Cancellation Clause

The County may, without cause, terminate all or any part of the Contract(s) by giving written notice of such termination to the awarded firm. In the event of such termination, the County shall negotiate reimbursement to the firm for services performed and reasonable expenses actually incurred by the firm in relation to the terminated project.

If the Proposer fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, Yellowstone County may terminate the Contract by written notice to the Proposer. Yellowstone County may affirmatively collect damages which may result from the Proposer's breach.

2.6 Tax Exempt

The County is exempt from Federal Excise Tax. A copy of proof of tax-exempt status will be provided to successful Proposers if needed.

2.7 Fixed Price Period

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for entry into the contract for up to ninety (90) days from the date the Proposals are due and must be firm for the specified contract period. Any exceptions shall be fully noted.

2.8 Assignment

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent in writing of the County. Any attempted assignment under the contract shall be void and of no effect.

2.9 Availability of Funds

Contract award and any contract extensions shall be contingent upon the continued funding of County operations.

2.10 Changes in Contract

The contract shall not be modified, altered, or changed except by mutual agreement confirmed in writing by the authorized representative of each party to the contract.

2.11 Liens

The Proposer shall keep the County free and clear of all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Proposer.

2.12 Payment Terms

NET 30 Days- Requests for progress payments for completed work will be subject to a 5% retainage.

2.13 Entire Agreement

The contract, and any properly executed amendment thereto, the RFP, the Proposer's response and performance guarantee shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

2.14 Copyrights and Patents

The Proposer shall indemnify and hold harmless Yellowstone County, its officers, agents, and employees from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of the contract of which Proposer is not the patentee, assignee, or licensee.

2.15 Delays

The Proposer shall notify the County promptly, in writing, of any material delay in performance of said contract and the reasons thereof. The Proposer shall not be liable for delays in performance due to causes beyond its reasonable control but will be liable for delays due to its fault or negligence. Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

2.16 Governing Law

Any resulting contract and all matters or issues related to it shall be governed by and shall be in accordance with the laws of the State of Montana. If any provision of this Proposal or contract as applied to either party, or to any circumstance shall be adjudged by a court to be contrary to established provisions then the contract shall be null and void.

2.17 Indemnification and Hold Harmless

The awarded Proposer agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of, or in connection with, or occurring during the course of the contract.

2.18 Proprietary Data

If, for any reason, you have any restriction(s) in the County's use of the data included in your Proposal, you must clearly identify those restrictions. See Section 1.16 of this document regarding the handling of requests for proposals that include proprietary data.

2.19 Insurance Requirements

Contractors must maintain a minimum level of insurance as detailed in Exhibit D and provide certificate of liability insurance to the County.

3.1 SPECIFICATIONS

3.2 Project Scope

Yellowstone County is issuing this RFP to assess the state of information security, identify vulnerabilities and weaknesses in IT operations, internal controls, policies and procedures and the overall hardware and software infrastructure in use at the County.

The security assessment proposal should address but is not limited to, the following areas of concern. Any additional materials and documentation can be referenced and attached with your submission.

The project scope includes:

1. Benchmark existing IT security policies, practices and procedures and against NIST 800-53, OWASP, SANS, and other applicable industry standards. Review the gaps and observations with County management and make suggestions to revise and align Yellowstone County information security policies and standards with best practices.
2. Vulnerability Assessment – Perform an in-depth cybersecurity vulnerability assessment and penetration testing of Yellowstone County's logical and physical IT infrastructures:
 - a. Internal Network - All internal systems to include workstations, servers, switching/routing infrastructure, virtualization and storage infrastructure, and other connected IT devices. Including all Demilitarized (DMZ) systems to include flow controls from external to internal systems.
 - b. External Network - All external public facing systems to include firewalls, load balancers, web servers, ftp servers, and web service interface points.
 - c. Wireless Network – All wireless systems to include internal touch points from all SSID, broadcast or hidden, as well as encryption levels.
3. Physical access controls testing - Determine if the current physical security is effective.
4. Remote Access/External Partners – Assess remote access and security of network connections and data traffic to and from external.

5. Social engineering component - perform social engineering efforts to verify the existence and effectiveness of procedural controls to prevent unauthorized physical and electronic access to Yellowstone County IT systems.
6. Internet usage – Assess URL/web filtering and access restrictions.
7. Host based security – Assess security of critical systems at operating system and database layers and associated identity and access management controls.

All work should be completed without interruption to County operations.

3.3 Key Deliverables

1. Provide a detailed report on testing and attack scenarios used, vulnerabilities discovered, including the risk rating.
2. Provide an Executive Summary with overall severity findings and risk exposure relatable and understandable to non-technical management as much as possible.
3. Detailed explanations of the implications of findings, business impacts, and risks for each of the identified exposures.
4. Remediation recommendations to close the deficiencies identified along with detailed steps (wherever/whenever applicable) to be followed while mitigating the reported deficiencies:
 - a. Penetration Testing- perform non-volatile exploit procedures designed to determine how well County systems can withstand up-to-date malicious exploits. Penetration testing should be performed from two perspectives:
 - b. An outside attacker with no approved system access.
 - c. A malicious insider who has access to the system.
5. Evidence gathered as proof of access must not harm the confidentiality, integrity, or availability of the systems, application, and or data. Special attention should be given to areas that contain high risk data. These procedures should be performed without the knowledge of Yellowstone County IT staff.
6. Testing will attempt to compromise networks and operating systems to identify vulnerabilities to the system. For successful exploits provide evidence of unauthorized access to systems.
7. Security Strategy and Systems – evaluate County firewall hardware, software, placement and utilization. Perform an in-depth security scan and threat assessment to identify vulnerabilities. This should include, but not be limited to, port scans, host enumeration, and application/system identification.
8. Connections to External Partners - review our connection and security posture to our external partners through wide area networks, dedicated circuits, ASP's, remote clients, and remote server technologies; Assess remote access and security of network connections and data traffic between all campus locations and cloud hosted partners.
9. Inbound and Outbound Remote Access Strategy – evaluate administration of remote access, both inbound and outbound. Review implications associated with the level of access that has been granted to authorize users including Internet, VDI and web portals for staff /student access.

10. Internet Usage – evaluate how the County secures sensitive data and applications: how we block unnecessary and unauthorized websites: and the tools we use for monitoring the URLs, links and Web pages that were visited. Identify any immediate problems. Assess URL/web filtering and access restrictions.
11. Virus Protection - evaluate the software used to prevent impact from viruses. Perform a threat assessment to identify vulnerabilities.
12. Logon Security - evaluate password policies and review current logon auditing practices.

3.4 Final Report

The report on outcomes from the evaluation should include the following at a *minimum*:

1. Purpose of the vulnerability assessment/Penetration test (Compliance with regulations (PCI, FERPA, etc.), best practices, etc.
2. The company name and the names of the testers and their credentials. Credentialed certifications may include but are not limited to:
 - a. PCI Qualified Security Assessor – QSA
 - b. HIPAA HITRUST Assessor – CSF
 - c. Certified Information Systems Security Professional – CISSP
 - d. Certified Information Systems Auditor – CISA
 - e. Project Management Institute Professional – PMP
 - f. International Society of Forensic Computer Examiners – CCE
 - g. Certified Wireless Network Administrator – CWNA
 - h. Certified Wireless Security Professional – CWSP
 - i. Certified Internet Webmaster Security Analyst
 - j. Information Technology Infrastructure Library Foundations – ITIL Foundations
 - k. NSA Certified Information Systems Security Professional (NSTISSI-4011)
 - l. NSA Certified Risk Analyst (CNSSI-4016)
 - m. NSA Certified System Certifier (NSTISSI-4015)
3. The report should include what tools were used to perform the tests.
4. The report should detail the duration of the tests.
5. An executive summary, in fairly non-technical language that can be shared with County leadership such as the Board of County Commissioners, County Elected Officials, etc.
6. Details of the vulnerabilities that were found, and in the case of a penetration test should include whether the consultants were able to successfully exploit the vulnerabilities.
7. Details of External Penetration tests
8. Details of Internal Penetration tests
9. Details of Wireless network tests
10. Details Web application tests
11. Results of any social engineering tests such as Phishing that were performed.
12. The report should include a risk rating for each vulnerability found to aid in establishing the priority of remediation.

13. If the assessment found sensitive information (PII, SSN, etc.)
14. Remediation steps should be included for each of the vulnerabilities found. If there is no remediation available (for example end of life devices or software) that should also be noted.
15. Roadmap for planning the next steps for remediation and future prevention including options for CISO and/or VCISO options as recommended.
16. An itemized list of remediation options and costs as applicable and appropriate.

3. Signatures

Addenda	Date
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By signing below, Proposer hereby certifies that the Proposal has been made without any connection with any other Proposer and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of the County is interested therein, directly or indirectly, unless otherwise stated.

Having carefully examined the requirements, it is stated that the undersigned has full authority to make and execute an agreement with Yellowstone County.

Company

Address

Street City State and Zip Code

() ()

Telephone (include area code) Fax (include area code)

Signature Date

Typed Name and Title

EXHIBIT B

AFFIDAVIT OF NON-COLLUSION

State of Montana

Contract/Bid Title: Cybersecurity Assessment

I state that I am _____ of _____

(Title)

(Name of firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.

5. My firm its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that
(Name of my firm)

the above representations are material and important and will be relied on by Yellowstone County in awarding the contract(s) for which the bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Yellowstone County of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF _____, 20

Notary Public

My Commission Expires:

EXHIBIT C- W-9 FORM

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																													
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone County</p>																																															
<p>2 Business name/disregarded entity name, if different from above</p>																																															
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><input checked="" type="checkbox"/> Other (see instructions) ► Government</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> </div> </div> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p>																																															
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																																															
<p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 35003</p> <p>6 City, state, and ZIP code Billings, MT 59107</p> <p>7 List account number(s) here (optional)</p>		<p>Requester's name and address (optional)</p>																																													
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td colspan="5"> </td> </tr> <tr> <td colspan="9">OR</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td>8</td> <td>1</td> <td>-</td> <td>6</td> <td>0</td> <td>0</td> <td>1</td> <td>4</td> <td>9</td> </tr> </table>			Social security number																		OR									Employer identification number									8	1	-	6	0	0	1	4	9
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8	1	-	6	0	0	1	4	9																																							
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p><small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small></p>																																															
<p>Sign Here Signature of U.S. person Date ► 1-19-2021</p>																																															
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																															

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

EXHIBIT D – INSURANCE REQUIREMENTS

The successful vendor will be required to provide a certificate of insurance to the County prior to the issuance of the purchase order and commencement of the contract.

Additional Insured Requirement

Name Yellowstone County as an additional insured.

Coverage Amounts Required

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this contract against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of One Million Dollars (\$1,000,000.00) for each claim and Three Million Dollars , (\$3,000,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the contract and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this contract at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the contract by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the contract.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the contract. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County are named as an additional insured under the Contractors insurance policy for this contract. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the contract.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this contract. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

Commercial General Liability Coverage

\$1,000,000 per occurrence

\$3,000,000 aggregate

Comprehensive Automobile Coverage

\$1,000,000 combined single limit.

Worker's Compensation and Employers Liability

Must carry coverage for Statutory Worker's Compensation and Employers Liability limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease -Each Employee

Must include coverage for occupational disease, sickness, and death

Must include Broad Form All States Endorsement/other states endorsement

ADDITIONAL REQUIREMENTS

Must include Premises and Operations Liability

Must include Explosion, Collapse and Underground Coverage

Must include Broad Form Blanket Contractual

Must include Personal Injury (Group A, B, C) and delete Employment exclusion Must include Product and Completed Operations Coverage

Must include Broad Form Property Damage including Completed Operations Must include Independent Contractors Coverage (Owners & Contractors protective)

Yellowstone County requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 31st, day of August 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W Jones, Chair

Attest:

Jeff Martin, Clerk and Recorder